

REQUEST FOR PROPOSAL

**UNDERGROUND BORING
CREWS**

RFP-16-038365



**CITY OF MARIETTA
PURCHASING DIVISION
205 Lawrence Street
Marietta, Georgia, 30060
770-794-5699**

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UNDERGROUND BORING CREWS

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INSTRUCTIONS FOR PROPOSAL SUBMITTAL

ARTICLE 1 TIME AND DATE DUE

The City of Marietta, a political subdivision of the State of Georgia (hereinafter "City of Marietta" or the "City") shall receive sealed proposals from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Georgia or authorized to conduct business in the State of Georgia until 2:00 P.M., Thursday February 18th, 2016 for the following:

UNDERGROUND BORING CREWS

RFP-16-038365

All proposal requirements shall be in accordance with Specifications and Requirements (Pages S&R-1-5) and attached hereto.

ARTICLE 2 OPENING LOCATION & TIME

Names of vendors submitting proposals shall be read out loud at 2:00 P.M., Thursday February, 18th 2016 at the City of Marietta Purchasing Department, First Floor, 205 Lawrence Street, Marietta, Georgia 30060. A public opening of proposals will not occur at the date and time indicated above. Proposals received will be officially recorded, and this recordation will be made available to the public. All proposals received will be turned over to the evaluation committee for opening, review, deliberation, and recommendation. Negotiations will be conducted in accordance with the procedures described in this solicitation.

ARTICLE 3 PRE-PROPOSALS CONFERENCE

Not applicable to this proposal.

ARTICLE 4 DELIVERY REQUIREMENTS

Any proposals received after the stated time and date shall not be considered. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any proposal. It shall be the sole responsibility of the proposer to have their proposal delivered to the City of Marietta Purchasing Division for receipt on or before the above stated time and date. If a proposal is sent by the U.S. Postal Service, the proposer shall be responsible for its timely delivery to the Purchasing Division. Proposals delayed by the mail shall not be opened at the public opening, and arrangements shall be made for their return at the proposer's request and expense. The proposal opening time shall be strictly observed. Under no circumstance shall proposal delivered after the specified time be considered. Such bids will be returned unopened.

ARTICLE 5 CLARIFICATION & ADDENDA

Each proposer shall examine all invitation for proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the invitation to proposal shall be made through the City of Marietta, Purchasing Division. The City shall not be liable for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this invitation for proposal, the City shall attempt to notify all prospective proposers who have secured the same. However, it shall be the responsibility of each proposer to contact David B. Jenkins, City of Marietta, Purchasing Division at 770-794-5696 or djenkins@mariettaga.gov 72 hours prior to proposal due date to determine if any addenda were issued and to make sure such addenda is a part of their proposal. **EACH PROPOSER SHALL ACKNOWLEDGE ALL ADDENDA BY SIGNING A COPY ADDENDA RECEIVED AND ATTACHING WITH PROPOSAL.**

ARTICLE 6 USE AND CLARIFICATION OF SPECIFICATIONS

If there are any discrepancies in, or omissions from, the Drawings or Specifications, or if the proposer is in doubt as to the true meaning of any part of the Contract Document, he shall request clarification from The Purchasing Division. Such request shall be in writing and shall be made not less than seventy-two (72) hours prior to the time scheduled for the termination of proposal. Interpretations in response to inquiries for any proposer, clarifications or corrections issued in the form of addenda shall be mailed to each proposer. If the proposer fails to request clarification regarding methods of performing work or the material required, his proposal shall be deemed to include the method requiring the greater quantity of work or material or upon the material of greatest cost indicated.

ARTICLE 7 BUSINESS LICENSE

The proposer shall provide appropriate proof of a current Business License.

ARTICLE 8 SEALED & MARKED

**SEVEN SIGNED COPIES OF YOUR PROPOSAL SHALL BE SUBMITTED
IN ONE SEALED PACKAGE, CLEARLY MARKED ON THE OUTSIDE:**

**REQUEST FOR PROPOSAL
RFP-16-038365**

UNDERGROUND BORING CREWS

and addressed to:

**City of Marietta, Purchasing Division
205 Lawrence Street
Marietta, Georgia 30060
Attention: David B. Jenkins, Purchasing Agent II**

ARTICLE 9 LEGAL NAME

Proposals shall clearly indicate the legal name, address and telephone of the respective proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted proposal.

ARTICLE 10 PROPOSAL EXPENSES

All expenses for making proposals to the City are to be borne by the proposer.

ARTICLE 11 IRREVOCABLE OFFER

Any proposal may be withdrawn up until the date and time set above for the opening of proposal. Any proposal not withdrawn shall, upon opening, constitute an irrevocable offer for a period of 60 days to sell to The City of Marietta the goods or services set forth in the attached specifications until one or more of the proposals have been duly accepted by the City. All prices shall be quoted F.O.B. City of Marietta, Georgia.

Proposal modifications shall be accepted from a proposer only if received prior to the scheduled proposal opening, in writing, properly signed by the authorized representative of the proposer's (company, firm, partnership, individual). Proposal modifications shall be submitted as referenced in Article No. 8 and clearly marked "PROPOSAL MODIFICATIONS."

Mathematical errors shall be corrected by the City, i.e.: misplaced decimal points shall be corrected; in discrepancies between unit price vs. extended price, unit price shall govern; errors in extension of unit prices shall be corrected and mathematical errors shall be corrected.

ARTICLE 12 RESERVED RIGHTS

The City reserves the right to accept or reject any and or all proposals, to waive irregularities and technicalities, award the contract in the best interest of the City of Marietta/BLW or to request re-proposal. The City reserves the right to accept all or any part of the proposal and to increase or decrease quantities to meet additional or reduced requirements of the City.

For each item or for all items combined, the proposal of the lowest, responsible and responsive proposer shall be accepted, unless all proposals are rejected. The lowest responsive proposer shall mean the proposer who makes the lowest proposal to sell goods and/or services of a quality which conforms closest to the quality of goods/and or services set forth in the attached specifications or otherwise required by the City, and conforms to all material aspects of the requirements set forth in the invitation for proposal. To be a responsible proposer, the proposer shall be fit and capable to perform the work as required, shall have the capability in all respects to perform fully the contract requirements, and shall have the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which shall assure good faith performance. Also, the City reserves the right to make such investigations as it deems necessary to determine the ability of any proposer to deliver the goods or service requested.

Information the City deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to current financial statements; verification of availability of equipment and personnel; and past performance records.

ARTICLE 13 APPLICABLE LAWS

Proposers shall be authorized to transact business in the State of Georgia. All applicable laws and regulations of the State of Georgia and ordinances and regulations of the City of Marietta shall apply to any resulting agreement.

ARTICLE 14 CODE OF ETHICS

With respect to this proposal, if any proposer violates or is a part to a violation of the State of Georgia, Code of Ethics for Public Officers and Employees, such proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for goods or services for the City of Marietta.

ARTICLE 15 COLLUSION

By offering a submission to this invitation for proposal, the proposer certifies that the proposer has not divulged to, discussed or compared his proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever. Also, proposer certifies, and in the case of a joint proposal each party thereto certifies as to his/her own organization, that in connection with this proposal:

- 15.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other proposer or with any competitor;
- 15.2 Any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the proposer and shall not knowingly be disclosed by the proposer prior to the scheduled opening directly or indirectly to any other PROPOSER or to any competitor;
- 15.3 No attempt has been made or shall be made by the PROPOSER to induce any other person or firm to submit a proposal for the purpose of restricting competition;
- 15.4 The only person or persons interested in this proposal, principal/principals is/are named therein and that no person other than therein mentioned has any interest in his proposal or in the contract to be entered into; and
- 15.5 No person or agency has employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or established commercial agencies maintained by the Purchaser for the purpose of doing business.

ARTICLE 16 CONTRACT FORMS

Any Agreement, Contract or Purchase Order resulting from the acceptance of a proposal shall be on forms provided by the City. Each proposer shall state in his proposal, in words and numerical, written in ink or typed, the price for which he shall perform the work or supply the items required by the specifications, plans and contract documents. Any erasures, delineations or alterations are to be clear and initialed by the person signing.

ARTICLE 17 NOTICE OF ACCEPTANCE

Owner shall notify the successful proposer of its acceptance of the proposal by depositing an executed copy thereof in the United States mail. Such notice shall be sent by certified mail, with postage prepaid, to the name and address of such proposer as stated in the proposal. Unsuccessful proposers shall be notified by first-class mail.

ARTICLE 18 PROPOSAL FORMS, VARIANCES, ALTERNATES

Proposals shall be submitted The Companies' Letterhead. *PROPOSERS SHALL SUBMIT PROPOSAL DOCUMENTS, ALL DOCUMENTS REQUIRING SIGNATURES AND ANY OTHER ATTACHMENTS (LICENSES, SPECIFICATIONS, ETC.) REQUIRED FOR THIS PROPOSAL BASED ON THE REQUIRED COPIES REQUESTED IN ARTICLE 8 WITH ORIGINAL SIGNATURES WHERE APPLICABLE.*

Proposers shall indicate any and all variances/exceptions from the City requested specifications, terms, and conditions on sheet entitled **"EXHIBIT A"** Providing there has been no variances/exceptions or alterations attached to said proposal, it shall be assumed that the proposer is meeting all requirement of the specifications. Alternate proposals may or may not be considered at the sole discretion of the City.

ARTICLE 19 DISCOUNTS

Any and all discounts shall be incorporated as a reduction in the proposal price and not shown separately. The price as shown on the proposal shall be the price used in determining awards.

ARTICLE 20 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the proposer wishes to make substitution to the specifications, proposer shall furnish to the City the name of the manufacturer, the model number, and other identifying data and information necessary to aid the City in evaluating the substitution, and such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A proposal containing a substitution is not accepted until such time as it is approved by the City.

ARTICLE 21 TAXES

The City of Marietta is exempt from Federal Excise and State Sale Taxes; therefore the proposer is prohibited from delineating a separate line item in his proposal for any sales or service taxes. The City of Marietta does not intend to imply that a proposer has no independent tax liability.

ARTICLE 22 USE OF TRADE NAMES

Brand or trade names referenced in specifications are for comparison purposes only. Proposers may submit proposals on items manufactured by other than the manufacturer specified. In these instances, proposals shall be accompanied with all descriptive information necessary for a thorough evaluation of the proposed materials, equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exception taken to the specifications.

Failure of any proposer to furnish this data shall be cause for rejection of specified item(s) to which it pertains.

ARTICLE 23 REGULATIONS, CODES AND STANDARDS

It shall be the responsibility of each supplier to assure compliance with any and all Codes & Standards including but not limited to OSHA, EPA LIFESAFETY, ANSI ASTM, UA and/or other Federal or State of Georgia rules, regulations or other requirements, as each may apply.

ARTICLE 24 AUTHORIZED PRODUCTION REPRESENTATION

The successful proposer(s) by virtue of submitting the name and specifications of a manufacturer's product shall be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it shall be presumed by the City that the proposer(s) is/are legally authorized to submit, and the successful proposer(s) shall be legally bound to perform according to the documents.

ARTICLE 25 INSURANCE, INDEMNIFICATION, AND LIABILITY

Owner requires the vendor to have and maintain the following insurance coverage and indemnification provisions with the City of Marietta named as an additional insured for items II Comprehensive General Liability Insurance and, III Automobile Liability Insurance, but only to the extent of Contractor's indemnity obligations shown in item B Indemnification below:

A. INSURANCE

The Contractor agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers, showing that it carries insurance in the following minimum limits:

I. Worker's Compensation Insurance **Statutory**

II. Comprehensive General Liability Insurance including:

Bodily Injury	\$3,000,000 per person \$3,000,000 per occurrence
Property Damage	\$3,000,000 per person \$3,000,000 annual aggregate

III. Automobile Liability Insurance including:

\$3,000,000 combined single limit

B. INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the Owner, its identified agents, assigns, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property to the extent occurring directly from negligent performance of work hereunder by contractor or his employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused. Contractor shall not be obligated to indemnify the Owner, its identified agents, assigns, and employees hereunder for that portion of any claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses resulting from the negligence or willful misconduct of the Owner, its identified agents, assigns, employees, officers, its subcontractor(s), or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

C. LIMITATIONS OF LIABILITY

Owner shall not be liable in contract or in tort (including negligence) to Contractor, subcontractor or suppliers of Contractor, regardless of tier, for indirect, special, punitive, incidental or consequential damages (including without limitation any damages relating to lost profits, revenue or loss of use) arising out of or resulting from Owner's performance or nonperformance of its obligations under this Agreement, or from Owner's termination or suspension of the services under this Agreement.

Contractor shall not be liable in contract or in tort (including negligence) to Owner, subcontractor or suppliers of Owner, regardless of tier, for indirect, special, punitive, incidental or consequential damages (including without limitation any damages relating to lost profits, revenue or loss of use) arising out of or resulting from Contractor's performance or nonperformance of its obligations under this Agreement, or from Owner's termination or suspension of the services under this Agreement.

ARTICLE 26 BID GUARANTEE

The City of Marietta shall request the following for proposals in excess of Forty Thousand Dollars (\$40,000.00).

26.1 BID BOND

Not applicable to this proposal

26.2 PERFORMANCE BOND

Upon execution and delivery of the contract, the bidder shall furnish the City a performance bond for the full amount of the contract. Maintenance provisions of the bond shall remain in effect for a period of twelve (12) months after acceptance of the work by the City. The surety shall be a reputable bonding company authorized to transact business in the State of Georgia.

26.3 PAYMENT BOND

Upon execution and delivery of the contract, the bidder shall furnish the City of Marietta a payment bond for the full amount of the contract. Maintenance provisions of the bond shall remain in effect for a period of twelve (12) months after acceptance of the work by the City. The surety shall be a reputable bonding company authorized to transact business in the State of Georgia.

ARTICLE. 27 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The City of Marietta, Marietta, Georgia, in accordance with the provisions of Title VI of The Civil Rights Act of 1964(78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all proposers that it shall affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit proposals in response to this advertisement and shall not be discriminated against on the grounds of race, color, disability or national origin in consideration for an award.

ARTICLE 28 DRUG FREE WORKPLACE

The City of Marietta is a DRUG FREE WORKPLACE. It is required that the attached Drug Free Workplace Form (Exhibit B) be signed and returned to this office with the proposal. In the event of a tie proposal, receipt of a valid and accurate form may be used as basis for awarding the contract.

ARTICLE 29 WORK AUTHORIZATION PROGRAM

Contractor affidavit and agreement and subcontractor affidavit and agreement are attached (Exhibit C) it is required that these forms be signed and returned to this office with the proposal.

ARTICLE 30 CONFIRMATION ON PROPOSALS

PROPOSERS INTERESTED IN RECEIVING A COPY OF THE PROPOSAL TABULATION/EVALUATION SHEET SHOULD ENCLOSE A STAMPED, SELF-ADDRESSED ENVELOPE WITH THEIR PROPOSAL. ALLOW THIRTY (30) DAYS MINIMUM FOR A REPLY.

EXHIBIT A
ALTERATIONS /EXCEPTIONS

SPECIAL INSTRUCTIONS: ALL ITEMS SHALL BE TYPED OR PRINTED

EXHIBIT B

Drug Free Work Place Certification

Identical Tie Proposals - Preference shall be given to businesses with drug-free workplace program. Whenever two or more proposals which equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has implemented a drug-free work place program shall be given preference in the award process. Established procedures processing tie proposals shall be followed if none of the tied vendors have drug-free workplace program. In order to have a drug-free workplace, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.**
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
- 3) Give each employee engaged in providing the commodities of contractual services that are under proposal a copy of the statement specified in the subsection (1).**
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under proposal, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.**
- 5) Impose a sanction on, or require that satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.**

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME

AUTHORIZED SIGNATURE

EXHIBIT C

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of subcontractor) on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor) with whom such sub-subcontractor has privity of contract) and _____ (name of contractor) on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT D

SPECIFICATIONS AND REQUIREMENTS

RFP-16-038365

**FOR
SPECIFICATIONS FOR DIRECTIONAL BORING CREWS**

UP TO (5) FOUR MAN DIRECTIONAL BORING CREWS

AVAILABLE TO COMMENCE WORK 30 (THIRTY) DAYS FROM NOTICE TO PROCEED.

**CONTRACT WILL RUN FOR (1) ONE YEAR WITH THE OPTION FOR (3) THREE
ADDITIONAL (1) ONE YEAR RENEWALS.**

SCOPE OF WORK

The directional boring crew shall install Underground Electrical Distribution system by Trenchless method. All work will be performed under the safest possible conditions and every reasonable effort will be made to provide and maintain a safe work area for our customers. All work ethics shall comply with the American Public Power Association Safety Manual for Electrical Utility Workers. For safety purposes all work will be performed by qualified Electrical Distribution Workers.

All work shall be completed in a professional and workmanlike manner with a high degree of importance placed on successful contact with the citizens of the city and landowners. Because efficiency and safety depend on skilled equipment operations and job knowledge experience, contractor shall provide documentation of safety work records and personnel experience.

The contractor shall provide all labor, equipment, supplies, safety equipment, tools and supervision to accomplish the contracted tasks.

Each work site will be left clean and free of debris at the end of each workday. Equipment may not be left on site overnight unless otherwise directed by the Property Owner.¹

The contractor shall be directed by the Marietta Power Underground Distribution Supervisor. He shall also receive all work orders from the Underground Supervisor. All paperwork associated with jobs assigned shall be turned into the Underground Supervisor on a weekly basis.

1) SPECIFICATIONS

- a) Crew shall use proper Directional fluid assist boring unit to bore adjacent to existing underground electrical cables for distances ranging in length of 60 to 500 feet and the path to be controlled by the operators.
- b) All bores will be a minimum of 42" in depth and will terminate in or near designated electrical existing pad mount transformers.
- c) Each bore will pull back continuous run conduit ranging in size from 1 ½ inch to 4 inch diameter.
- d) Crew shall install electrical cables in continuous run conduit and make high voltage terminations in underground transformers.
- e) Crew shall de-energize and energize underground padmount transformers and replace said transformers where required.
- f) Crew shall terminate \splicing of all electrical cables and ground conductors including 15 and 25 KV cable where required.
- g) Crew shall perform switching of high voltage cable both energized and de-energized.

2) Property Damage

The contractor shall be responsible for all property damage associated with gaining access to the work by the contractor, as well as damage resulting to property or other facilities from the contractor's work. All damages to City/BLW customers shall be reported at the time of the incident.

3) Personnel Requirements

All contractor employees shall maintain a professional attitude and appearance while on Marietta Power's job site or grounds. All employees must have a current Georgia D.O.T Certified Traffic Flagger Card and CPR/First Aid Training. A crew leader, i.e. Foreperson or Leadman, shall be on the job site with crews during work performed.

- a) Foreperson/crew leader shall furnish names and list of skills and experience for:
- b) Linemen
- c) Cable Splicer
- d) Equipment Operator
- e) All truck drivers must hold a valid Georgia State Commercial Drivers License.

4) Equipment

The contractor shall provide state-of-the-art equipment, maintained by mobile contractor fleet maintenance to ensure that the machinery/equipment is in top working order for every job. Equipment must be capable of performing all work duties associated in underground distribution installation by trenchless method.

- a) All equipment must be less than 5 years old
- b) 2 ½ ton boom truck with 7000 LB boom capacity
- c) 1 ton service truck complete with all hand tools required for splicing, terminating and switching of energized high voltage cables.
- d) Rubber tire front end loader\backhoe 580 Super D case or equivalent with trailer.
- e) Directional fluid assist boring unit with minimum pull back 20,000 lbs. and 500 foot of boring rods, back reamers, cutting heads and locating equipment.
- f) Marietta Power will not be charged for equipment failure or down time of equipment on jobsites.

5) **Billing and Invoicing**

- a) Time sheets for employees working will be submitted weekly along with equipment hour usage.
- b) All time sheets will be submitted with a Marietta Power Weekly Summary Sheet (provided by Marietta Power). This summary will show separately the footage, and usage measurements for the week.
- c) Invoices will show classifications of personnel, hourly rate and equipment used and hourly rate per piece of equipment.
- d) Invoices will be submitted per crew, with labor rates totals separate from hourly equipment rates.
- e) Invoices will show a week ending date.

The Selection Process

Representatives of the City of Marietta\BLW will review and evaluate all proposals.

Employees evaluating the proposals will use a specific set of criteria for evaluating the products & services. The structure of the evaluation will be to assign points to each response in a number of categories. The specific categories used for evaluation and the points that will be assigned for each class is presented as follows:

A.	Conformance to Requirements for Contractor / Contractor Employees	(20 points)
B.	Compliance with Information Needed from Each Bidder	(15 points)
C.	Availability of Crews and Equipment	(15 points)
D.	Price of Services (labor/equipment)	(50 points)
		<hr/>
Total		= 100 points